

EXHIBIT 1

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7 Attorneys for Defendant Roblox Corporation

8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10

11 MICHAEL GARCIA, SALENA GARCIA,
12 AND R.G., a minor by and through her
guardians Michael Garcia and Salena
13 Garcia, on behalf of themselves and all
others similarly situated,

14 Plaintiffs,

15 v.

16 ROBLOX CORPORATION,

17 Defendant.
18

Case No. 2:25-cv-03476

**DEFENDANT ROBLOX
CORPORATION'S FIRST SET
OF INTERROGATORIES TO
PLAINTIFF R.G.**

19
20
21 PROPOUNDING PARTY: DEFENDANT ROBLOX CORPORATION

22 RESPONDING PARTY: PLAINTIFF R.G.

23 SET NUMBER: ONE

24 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant
25 Roblox Corporation ("Roblox" or "Propounding Party") hereby serves its
26 Interrogatories, Set One ("Interrogatories") upon Plaintiff R.G. ("Responding Party"
27 or "You"). Responding Party shall serve within thirty (30) days a written response
28 verified under oath that answers each one of the Interrogatories below, and, unless

1 otherwise agreed by the parties, serve such answers on Roblox through the office of
2 its counsel of record, at Procopio, Cory, Hargreaves & Savitch, 525 B Street, Suite
3 2200, San Diego, California, 92101, within thirty (30) days.

4 **INSTRUCTIONS**

5 In responding to each part of these Interrogatories, the following instructions
6 shall apply:

7 In responding to these Interrogatories, You are required to furnish all
8 information that is available to You, including information in the possession of Your
9 attorneys, investigators or anyone employed on Your behalf or acting on Your behalf.
10 If You do not have personal knowledge sufficient to respond fully to an interrogatory,
11 You shall make a reasonable and good faith effort to obtain the information by inquiry
12 or other natural persons or organizations. If any Interrogatory cannot be answered in
13 full, You are to answer to the extent possible, to state the reason for Your inability to
14 provide a complete answer, and to include any information or whatever knowledge is
15 available to You concerning the unanswered portion. If You object to only a part of
16 an interrogatory, the remainder of the interrogatory shall be answered.

17 Any response to the following Interrogatories shall set forth the corresponding
18 Interrogatory in full before each such response.

19 In the event that any information or document called for in these Interrogatories
20 is withheld on the ground of privilege or the work product doctrine, identify the
21 information or document as to the title, subject matter, date of preparation, the number
22 of pages, the author(s) or preparer(s), all persons to whom the document was sent or
23 information was disclosed and their respective addresses. In addition, the responding
24 party must identify the specific privilege or doctrine asserted and state the basis for
25 each and every claim of privilege, work product, or other ground of non-disclosure.

26 These Interrogatories shall be deemed continuing so as to require prompt further
27 and supplemental production if the responding party locates or obtains possession,
28 custody, or control of additional responsive documents or information at any time prior

1 to trial herein.

2 The presence of specific instructions in these Interrogatories in no way shall
3 limit or narrow the meaning of any defined term contained in such Interrogatories.

4 In construing these Interrogatories, the conjunctive term “and” should be
5 interpreted in the disjunctive to include the term “or” and vice versa; the singular to
6 include the plural and vice versa; and the past tense to include the present tense where
7 the clear meaning is not distorted by change of tense. “All” means “any and all”;
8 “any” means “any and all.” “Including” means “including but not limited to.” Words
9 in the masculine, feminine or neuter form shall include each of the other genders.

10 **DEFINITIONS**

11 The following terms in these Interrogatories are to be understood to be
12 consistent with the following definitions:

13 The terms “You” or “Your” mean and refer to R.G., the named plaintiff in the
14 above-captioned case, and her agents, representatives, employees, servants, attorneys,
15 and anyone else purporting to act on her behalf.

16 The terms “Roblox” or “Propounding Party” mean and refer to Roblox
17 Corporation.

18 The term “Action” refers to the above-captioned and numbered action.

19 The term “Complaint” means the complaint filed in this Action as ECF No. 1.

20 The terms “relating to,” “related to” or “relate” mean without limitation
21 referring to, stating, describing, recording, constituting, contradicting, embodying,
22 memorializing, mentioning, studying, analyzing, discussing, commenting on,
23 specifying, listing, summarizing, reviewing or identifying.

24 “Document” shall have its complete meaning and scope under the Federal Rules
25 of Civil Procedure and shall include all items, including, but not limited to,
26 correspondence, memoranda, messages, notes, calendars, diaries, telephone logs,
27 appointment books, facsimile transmissions, agreements, reports, records, statements,
28 sound or video recordings, photographs, and other data compilations and graphic

1 material, whether printed, recorded or reproduced by any other mechanical,
2 photographic, xenographic, or electronic process, or written or produced by hand,
3 including information contained in any computer or computer memory or memory
4 media, and all drafts and all non-identical copies of any responsive document, which
5 are in the custody, control or possession of you or your agents, employees, attorneys,
6 servants successors, assigns, subsidiaries or affiliates.

7 The term “identify” shall mean:

- 8 a. when used in reference to an individual person, to state (a) his or her full
9 name, address and present phone number, and (b) his or her relationship
10 with defendant;
- 11 b. when used in reference to a person other than an individual, such as a
12 corporation, partnership, etc., to state its official name, its organizational
13 form and its address;
- 14 c. when used in reference to a document, to state the identification number
15 of the document (if it is being produced or has already been produced),
16 or state (a) the date of the document; (b) the author and signatory of the
17 document; (c) the type of document (e.g., letter, memorandum,
18 agreement, etc.); and (d) the custodian and location of the document;
- 19 d. when used in reference to a purchase, to provide the amount, date,
20 initiating party, and payment method; and
- 21 e. when used in reference to a device, to state the device’s manufacturer,
22 model, and internet protocol (“IP”) address.

23 The term “communications” means any oral, written or electronic utterance,
24 notation or statement of any nature whatsoever, by or to whomsoever made, including
25 without limitation: correspondence, personal conversations, telephone calls,
26 dialogues, discussions, interviews, consultations, telegrams, emails, text messages,
27 telexes, cables, facsimile transmissions, memoranda, agreements, and other
28 understandings among or between two or more persons, and other oral, written, or

1 electronic communications.

2 The term “Account” means any Roblox user account created, registered,
3 accessed, or used by You or any person acting on Your behalf with Your knowledge,
4 or authorization.

5 The term “Terms of Use” means any version of the Roblox Terms of Use.

6 The term “Platform” means any Roblox digital platform, including the Roblox
7 website, computer application, gaming console application (including on PlayStation,
8 Xbox, and Meta Quest), or mobile application.

9 The term “User” means any person accessing any Platform.

10 The term “Robux” shall mean Roblox’s virtual in-game currency.

11 **INTERROGATORIES**

12 **INTERROGATORY NO. 1:**

13 Identify all Accounts that You, or anyone on Your behalf, have ever created,
14 registered, accessed, or used, including the associated username, email address, and
15 approximate date(s) of creation, use, and access for each.

16 **INTERROGATORY NO. 2:**

17 State whether You, or anyone on Your behalf, have ever accepted or agreed to
18 the Terms of Use for Your Account, including by clicking “accept” or “I agree” on
19 any Platform, and identify the date(s), device(s), user(s), and account(s) used in
20 connection with such acceptance(s).

21 **INTERROGATORY NO. 3:**

22 If You contend You opted out of the arbitration provision contained in the
23 Terms of Use, state how and when You opted out.

24 **INTERROGATORY NO. 4:**

25 Describe all instructions, guidance, or permissions any of Your parents provided
26 to You concerning the use of any Platform, including with respect to (a) creation or
27 registration of accounts, (b) making purchases, and (c) accepting terms or policies.

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INTERROGATORY NO. 5:

State whether You accessed any Platform at any time between January 1, 2023 and the present, and if so, describe the device(s) used, account(s) accessed, and any terms or disclosures displayed to You during such access.

INTERROGATORY NO. 6:

If You contend that You, or anyone on Your behalf, did not agree to the Terms of Use, or that the Terms of Use are otherwise unenforceable as to You, state all facts supporting that contention, including whether You deny clicking “accept” or “I agree,” whether You deny seeing the Terms of Use, and whether You authorized anyone else to accept the Terms of Use on Your behalf.

INTERROGATORY NO. 7:

If You provided any of Your parents’ contact information when You created an Account or accepted of Terms of Use, identify the contact information You provided, including the type of contact information and the associated individual.

INTERROGATORY NO. 8:

Identify all purchases of Robux, subscriptions, gift cards, or other paid content that You, or anyone on Your behalf, made on or through any Account associated with You, and state whether any of Your parents authorized, initiated, or paid for each such purchase.

DATED: August 7, 2025

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: /s/ Elaine F. Harwell

Elaine F. Harwell
Sean M. Sullivan
Benjamin W. White

Attorneys for Defendant ROBLOX
CORPORATION

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**DEFENDANT ROBLOX
CORPORATION'S FIRST SET
OF REQUESTS FOR
ADMISSION TO PLAINTIFF
R.G.**

19
20
21 PROPOUNDING PARTY: DEFENDANT ROBLOX CORPORATION

22 RESPONDING PARTY: PLAINTIFF R.G.

23 SET NUMBER: ONE

24 Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Defendant
25 Roblox Corporation ("Roblox" or "Propounding Party") hereby serves its Requests
26 for Admission, Set One ("Requests") upon Plaintiff R.G. ("Responding Party" or
27 "You"). Responding Party shall serve written responses to Roblox within thirty (30)
28 days of service of these Requests, through the office of Roblox's counsel of record, at

1 Procopio, Cory, Hargreaves & Savitch, 525 B Street, Suite 2200, San Diego,
2 California, 92101.

3 **DEFINITIONS**

4 The following terms in these Requests are to be understood to be consistent with
5 the following definitions:

6 The terms “You” or “Your” mean and refer to R.G., the named plaintiff in the
7 above-captioned case, and her agents, representatives, employees, servants, attorneys,
8 and anyone else purporting to act on her behalf.

9 The terms “Roblox” or “Propounding Party” mean and refer to Roblox
10 Corporation.

11 The term “Action” refers to the above-captioned and numbered action.

12 The term “Complaint” means the complaint filed in this Action as ECF No. 1.

13 The terms “relating to,” “related to” or “relate” mean without limitation
14 referring to, stating, describing, recording, constituting, contradicting, embodying,
15 memorializing, mentioning, studying, analyzing, discussing, commenting on,
16 specifying, listing, summarizing, reviewing or identifying.

17 The term “document” shall have its complete meaning and scope under the
18 Federal Rules of Civil Procedure and shall include all items, including, but not limited
19 to, correspondence, memoranda, messages, notes, calendars, diaries, telephone logs,
20 appointment books, facsimile transmissions, agreements, reports, records, statements,
21 sound or video recordings, photographs, and other data compilations and graphic
22 material, whether printed, recorded or reproduced by any other mechanical,
23 photographic, xenographic, or electronic process, or written or produced by hand,
24 including information contained in any computer or computer memory or memory
25 media, and all drafts and all non-identical copies of any responsive document, which
26 are in the custody, control or possession of you or your agents, employees, attorneys,
27 servants successors, assigns, subsidiaries or affiliates.

28 The term “communications” means any oral, written or electronic utterance,

1 notation or statement of any nature whatsoever, by or to whomsoever made, including
2 without limitation: correspondence, personal conversations, telephone calls,
3 dialogues, discussions, interviews, consultations, telegrams, emails, text messages,
4 telexes, cables, facsimile transmissions, memoranda, agreements, and other
5 understandings among or between two or more persons, and other oral, written, or
6 electronic communications.

7 The term “Account” means any Roblox user account created, registered,
8 accessed, or used by You or any person acting on Your behalf with Your knowledge,
9 or authorization.

10 The term “Terms of Use” means any version of the Roblox Terms of Use.

11 The term “RG Terms of Use” means the Terms of Use that were implemented
12 on April 15, 2023 and in effect on May 22, 2023, a true and correct copy of which is
13 attached as Exhibit 1 to the Request for Judicial Notice in support of Roblox’s Motion
14 to Dismiss, ECF No. 17-2.

15 The term “Platform” means any Roblox digital platform, including the Roblox
16 website, computer application, gaming console application (including on PlayStation,
17 Xbox, and Meta Quest), or mobile application.

18 The term “Robux” shall mean Roblox’s virtual in-game currency.

19 The term “Gift Card” shall mean the gift card purchased at 7-Eleven and
20 redeemed to R.G.’s Account on May 22, 2023.

21 **REQUESTS FOR ADMISSION**

22 **REQUEST FOR ADMISSION NO. 1:**

23 Admit You created an Account bearing the username “[REDACTED]grill”.

24 **REQUEST FOR ADMISSION NO. 2:**

25 Admit You created an Account bearing the username “[REDACTED]rig”.

26 **REQUEST FOR ADMISSION NO. 3:**

27 Admit You added a phone number ending in 0366 to Your Account.

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1 **REQUEST FOR ADMISSION NO. 4:**

2 Admit You accepted the Terms of Use.

3 **REQUEST FOR ADMISSION NO. 5:**

4 Admit You accepted the SG Terms of Use.

5 **REQUEST FOR ADMISSION NO. 6:**

6 Admit You accepted the Terms of Use on May 22, 2023.

7 **REQUEST FOR ADMISSION NO. 7:**

8 Admit You accepted the RG Terms of Use on May 22, 2023.

9 **REQUEST FOR ADMISSION NO. 8:**

10 Admit Plaintiff Michael Garcia accepted the Terms of Use on Your behalf.

11 **REQUEST FOR ADMISSION NO. 9:**

12 Admit Plaintiff Salena Garcia accepted the Terms of Use on Your behalf.

13 **REQUEST FOR ADMISSION NO. 10:**

14 Admit You did not opt out from the arbitration provision contained in the Terms
15 of Use.

16 **REQUEST FOR ADMISSION NO. 11:**

17 Admit You made no effort to resolve any disputes with Roblox related to the
18 Action before commencing the Action.

19 **REQUEST FOR ADMISSION NO. 12:**

20 Admit You added Plaintiff Michael Garcia's contact information, including his
21 email address or phone number to Your Account.

22 **REQUEST FOR ADMISSION NO. 13:**

23 Admit You added Plaintiff Salena Garcia's contact information, including her
24 email address or phone number, to Your Account.

25 **REQUEST FOR ADMISSION NO. 14:**

26 Admit Plaintiff Michael Garcia authorized You to create an Account.

27 **REQUEST FOR ADMISSION NO. 15:**

28 Admit Plaintiff Salena Garcia authorized You to create an Account.

REQUEST FOR ADMISSION NO. 16:

Admit Plaintiff Salena Garcia helped You redeem the Gift Card.

REQUEST FOR ADMISSION NO. 17:

Admit Plaintiff Michael Garcia helped You redeem the Gift Card.

REQUEST FOR ADMISSION NO. 18:

Admit You purchased the Gift Card.

REQUEST FOR ADMISSION NO. 19:

Admit Plaintiff Michael Garcia purchased the Gift Card for You.

REQUEST FOR ADMISSION NO. 20:

Admit Plaintiff Salena Garcia purchased the Gift Card for You.

DATED: August 7, 2025

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: /s/ Elaine F. Harwell

Elaine F. Harwell
Sean M. Sullivan
Benjamin W. White

Attorneys for Defendant ROBLOX
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13 Garcia, on behalf of themselves and all
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18

Case No. 2:25-cv-03476

**DEFENDANT ROBLOX
CORPORATION'S FIRST SET
OF REQUESTS FOR
PRODUCTION TO PLAINTIFF
R.G.**

19
20
21 PROPOUNDING PARTY: DEFENDANT ROBLOX CORPORATION

22 RESPONDING PARTY: PLAINTIFF R.G.

23 SET NUMBER: ONE

24 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendant
25 Roblox Corporation ("Roblox" or "Propounding Party") hereby serves its Requests
26 for Production, Set One ("Requests") upon Plaintiff R.G. ("Responding Party" or
27 "You"). Responding Party shall serve written responses and produce responsive
28 documents to Roblox within thirty (30) days of service of these Requests, through the

1 office of Roblox's counsel of record, at Procopio, Cory, Hargreaves & Savitch, 525 B
2 Street, Suite 2200, San Diego, California, 92101.

3 **INSTRUCTIONS**

4 In responding to each part of these Requests, the following instructions shall
5 apply:

6 If any request, read literally, requires the production of a part or portion of a
7 document, production of the entire document is requested.

8 Any response to the following requests shall set forth the request in full before
9 each response.

10 This request for production of documents shall be deemed continuing so as to
11 require prompt further and supplemental production if the responding party locates or
12 obtains possession, custody, or control of additional responsive documents at any time
13 prior to trial herein.

14 The presence of specific instructions in these requests in no way shall limit or
15 narrow the meaning of any defined term contained in such requests.

16 In construing these requests, the conjunctive term "and" should be interpreted
17 in the disjunctive to include the term "or" and vice versa; the singular to include the
18 plural and vice versa; and the past tense to include the present tense where the clear
19 meaning is not distorted by change of tense.

20 All electronically stored information ("ESI") is specified to be produced in the
21 form described in this paragraph unless otherwise specified in a particular request. All
22 ESI must be produced either (1) in native form, or (2) as static image files in PDF form
23 or in TIFF form created directly from the native file (i.e., not a scanned image of a
24 hard copy), accompanied by a "load file" that includes meta data and delineates bates
25 number range and document breaks, with each image sequentially bates numbered,
26 whichever option is most convenient for Producing Party. In the event a native file,
27 (e.g. excel spreadsheets) needs to be reformatted in order to be processed as a logical
28 document, the Responding Party shall reformat such files as necessary. If such files

1 cannot be reasonably formatted to create a logical document image or without
2 preserving the data associated with the file contents, the native file will be produced.
3 Any files that cannot be provided in a readily accessible format because they are
4 proprietary, password protected or encrypted or cannot be processed for any other
5 reason will be produced in native form with all necessary information, such as
6 passwords, to access and review the content of the file. In the event Responding Party
7 is unable to comply with any of the foregoing, all responsive ESI shall be produced in
8 native format.

9 If You claim that any document which You are requested to produce is
10 privileged, You must provide the following information in writing, at or before the
11 time of production set forth above, with respect to each such document: (a) the nature
12 of the privilege You claim, (b) the facts upon which You rely as the basis for claiming
13 the privilege, (c) each person who prepared the document, (d) the title and the date of
14 the document, (e) the general subject matter of the document, (f) each person, if any,
15 who signed the document, (g) each person to whom the document was directed,
16 circulated or shown, and (h) each person now in possession of the document or any
17 copy thereof.

18 **DEFINITIONS**

19 The following terms in these Requests are to be understood to be consistent with
20 the following definitions:

21 The terms “You” or “Your” mean and refer to R.G., the named plaintiff in the
22 above-captioned case, and her agents, representatives, employees, servants, attorneys,
23 and anyone else purporting to act on her behalf.

24 The terms “Roblox” or “Propounding Party” mean and refer to Roblox
25 Corporation.

26 The term “Action” refers to the above-captioned and numbered action.

27 The term “Complaint” means the complaint filed in this Action as ECF No. 1.

28 The terms “relating to,” “related to” or “relate” mean without limitation

1 referring to, stating, describing, recording, constituting, contradicting, embodying,
2 memorializing, mentioning, studying, analyzing, discussing, commenting on,
3 specifying, listing, summarizing, reviewing or identifying.

4 The term “document” shall have its complete meaning and scope under the
5 Federal Rules of Civil Procedure and shall include all items, including, but not limited
6 to, correspondence, memoranda, messages, notes, calendars, diaries, telephone logs,
7 appointment books, facsimile transmissions, agreements, reports, records, statements,
8 sound or video recordings, photographs, and other data compilations and graphic
9 material, whether printed, recorded or reproduced by any other mechanical,
10 photographic, xenographic, or electronic process, or written or produced by hand,
11 including information contained in any computer or computer memory or memory
12 media, and all drafts and all non-identical copies of any responsive document, which
13 are in the custody, control or possession of you or your agents, employees, attorneys,
14 servants successors, assigns, subsidiaries or affiliates.

15 The term “communications” means any oral, written or electronic utterance,
16 notation or statement of any nature whatsoever, by or to whomsoever made, including
17 without limitation: correspondence, personal conversations, telephone calls,
18 dialogues, discussions, interviews, consultations, telegrams, emails, text messages,
19 telexes, cables, facsimile transmissions, memoranda, agreements, and other
20 understandings among or between two or more persons, and other oral, written, or
21 electronic communications.

22 The term “Account” means any Roblox user account created, registered,
23 accessed, or used by You or any person acting on Your behalf with Your knowledge,
24 or authorization.

25 The term “Terms of Use” means any version of the Roblox Terms of Use.

26 The term “Platform” means any Roblox digital platform, including the Roblox
27 website, computer application, gaming console application (including on PlayStation,
28 Xbox, and Meta Quest), or mobile application.

1 The term “Robux” shall mean Roblox’s virtual in-game currency.

2 **REQUESTS FOR PRODUCTION**

3 **REQUEST FOR PRODUCTION NO. 1:**

4 All documents evidencing any Accounts that You have ever created, registered,
5 accessed, or used, including usernames, email addresses, birthdates, device or browser
6 information used to register to access the Accounts or added to the Accounts.

7 **REQUEST FOR PRODUCTION NO. 2:**

8 All documents evidencing any acceptance of the Terms of Use for Your
9 Account or on Your behalf, including but not limited to screenshots, confirmation
10 emails, or account registration confirmations.

11 **REQUEST FOR PRODUCTION NO. 3:**

12 All communications between You and Roblox, or between Roblox and someone
13 on Your behalf, relating to the Terms of Use, including arbitration, accounts,
14 purchases, billing issues, updates, or account suspensions.

15 **REQUEST FOR PRODUCTION NO. 4:**

16 All documents evidencing any opt-out from the arbitration provision contained
17 in the Terms of Use.

18 **REQUEST FOR PRODUCTION NO. 5:**

19 All documents evidencing any payments for Robux, subscriptions, or other
20 purchases made by You, or someone on Your behalf, on any Platform, including
21 receipts, credit or debit card statements, mobile wallet logs (such as Apple Pay), and
22 any invoices or confirmation emails.

23 **REQUEST FOR PRODUCTION NO. 6:**

24 All documents evidencing any instructions, guidance, or permissions that any
25 of Your parents provided to You concerning the use of any Platform, including with
26 respect to (a) creation or registration of accounts, (b) making purchases, and (c)
27 accepting terms or policies.

28 ///

REQUEST FOR PRODUCTION NO. 7:

All documents identifying any devices, such as tablets, phones, or computers, used by You to access any Platform, including for example screenshots, account settings, model, and serial number.

REQUEST FOR PRODUCTION NO. 8:

All screenshots, video recordings, or other digital captures of any login, payment, or checkout screen encountered by You, from January 1, 2023, to the present.

REQUEST FOR PRODUCTION NO. 9:

All Roblox gift cards, redemption codes, or Roblox-related promotional material You, or someone on Your behalf, purchased, received, redeemed, or used at any time.

REQUEST FOR PRODUCTION NO. 10:

All documents that support any contention that You, or anyone on Your behalf, did not agree to the Terms of Use or arbitration provision contained therein, or that they are otherwise unenforceable.

REQUEST FOR PRODUCTION NO. 11:

All documents evidencing any efforts You made to resolve any disputes with Roblox related to the Action before commencing the Action.

REQUEST FOR PRODUCTION NO. 12:

All documents evidencing Your creation of an Account or acceptance of the Terms of Use, including any communication with the Platform or Roblox.

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REQUEST FOR PRODUCTION NO. 13:

All documents that identify any Account, including any Account associated with usernames [REDACTED]5764” or “[REDACTED]6455” or [REDACTED]grill” or “[REDACTED]frig”.

DATED: August 7, 2025

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: /s/ Elaine F. Harwell

Elaine F. Harwell
Sean M. Sullivan
Benjamin W. White

Attorneys for Defendant ROBLOX
CORPORATION